

EMPLOYMENT CONTRACT

BETWEEN

**DR. CLIFFORD BURNS
ASSISTANT SUPERINTENDENT**

and

FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION

July 1, 2024 – June 30, 2025

EMPLOYMENT CONTRACT

This **CONTRACT**, entered into this 1st day of July, 2024 between the Board of Education of the Flemington-Raritan Regional School District (hereinafter "the Board") and Dr. Clifford Burns "the Administrator"

WHEREAS, the Board and the Administrator have agreed to enter into an employment relationship; and

WHEREAS, the Board desires to provide the Administrator with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program;

NOW THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

1. EMPLOYMENT/SALARY/TERM

- a. The Board agrees to employ Dr. Clifford Burns as Assistant Superintendent of the Flemington-Raritan Regional School District for a term commencing July 1, 2024 and ending June 30, 2025.
- b. The parties agree that the Administrator's annual salary rate for the period 2024-2025 school year shall be \$185,000, payable in accordance with the Board's regular payroll schedule for all other professional staff.

2. DUTIES

In consideration of the employment, salary and benefits provided herein, the Administrator agrees to faithfully perform the duties of Assistant Superintendent as assigned by the Superintendent, in accordance with the laws of the State of New Jersey, and rules and regulations adopted by the State Board of Education, and the policies and decisions of the Board.

3. CERTIFICATION

The parties agree that this Contract is valid if, and only if, the Administrator holds appropriate certification, or a letter of eligibility, from the State of New Jersey.

4. SICK LEAVE, VACATION AND OTHER LEAVES

a. **Work Year**

The work year for the Administrator shall be 12 months, commencing July 1, 2024. During the school year when school is not in session, administrators will work at the direction of the Superintendent.

b. **Personal Leave**

The Assistant Superintendent shall receive four days for personal leave time to be used during the school year. These days shall be prorated. Time off to conduct personal business will be granted by the Superintendent when situations arise that cannot be handled during the non-school hours. The administrator will advise the Superintendent of the reason for the request in sufficient time to be sure responsibilities are properly covered. Personal leave time cannot be accumulated nor converted to sick time nor carried over into the subsequent year.

c. **Vacation Time**

The Administrator shall be entitled to twenty (20) days' vacation during each work year. Vacation in the initial year of employment will be determined by the following table:

Month of Starting Date	No of Vacation Days
July	20
Aug	18
Sept	17
Oct	15
Nov	13
Dec	12
Jan	10
Feb	8
Mar	7
Apr	3
May	3
June	2

Scheduling of vacation requires the approval of the Superintendent.

The Employee may carry-over up to ten (10) vacation days which were not used during a work year to be used during the subsequent work year. If not used in the subsequent work year, any vacation days carried over according to this paragraph shall be forfeited. If the Administrator leaves the employ of the Board, the Administrator will be reimbursed for unused vacation days that were earned or accumulated during the current work year on a pro-rated basis. The daily rate of pay shall be equal to 1/260 of salary.

d. **Death in the Family**

The Administrator shall be entitled to a maximum of three (3) days at any one time in the event of an administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles, or grandparents death, and up to five (5) consecutive days leave in the event of the death of an administrator's spouse, child, brother, sister, or parent.

e. **Sick leave and Payment for Accumulated Sick Leave**

The Administrator shall be granted fifteen (15) days sick leave annually, which shall be pro-rated. Sick leave shall be available upon the commencement of employment in the first year, and upon July 1 of each subsequent year of employment. Upon retirement from the District under a State administered retirement system, the Administrator shall be entitled to payment for unused accrued sick leave at the rate of \$75 per day for a maximum of \$15,000.

f. **Temporary Disability Leave of Absence**

Temporary leaves other than leaves for sickness may be granted at the discretion of the Board upon recommendation of the Superintendent. Extended leaves of absence without pay may be granted at the discretion of the Board of Education upon recommendation of the Superintendent.

g. **Payment to Estate**

If the Administrator dies prior to the expiration of the term of this employment, payment for his accumulated vacation days shall be made to his estate.

h. Holidays

The Administrator shall also be entitled to the following thirteen (13) paid holidays:

New Year's Day
Martin Luther King Day
Friday before President's Day (*if students or teachers are present on this day, the Administrator is entitled to a floating holiday to be used after President's Day*)
President's Day
Good Friday
Memorial Day
July 4
Labor Day
Yom Kippur/Rosh Hashanah (in the event school is closed)
Friday of the NJEA Convention
Thanksgiving Day & Friday Following
Christmas Day

i. Records of Leave Days

The Administrator shall promptly file in the Frontline attendance system all sick leave, vacation or personal leave days or time taken.

5. INSURANCE PROTECTION

- a. The Administrator is offered a choice between the New Jersey Educator Health Plan and the Garden State Health Plan.
- b. Effective 7/1/15, a waiver incentive payment may be made to the employee in the amount of 25% of the relevant premium the Board would have been required to pay if the employee had not waived coverage.
- c. The Board will pay one hundred (100) percent of the premiums for disability insurance for all tenured administrators. These benefits shall apply to the beneficiary as appropriate. The disability plan will pay approximately sixty (60) percent of the per diem salary rate of the disabled administrator. During the period of disability, the Board will pay the difference between the administrator's per diem rate and the disability plan benefit. The payment will be charged against the

administrator's accumulated sick leave time. The administrator's unused accumulated sick leave total days will be reduced by $\frac{1}{4}$ of a day for each that the Board pays the per diem differential rate. In the event that the administrator's accumulated sick leave days are exhausted, the difference between the administrator's per diem rate and the disability plan benefit will no longer be paid by the Board upon the exhaustion of accumulated sick leave.

6. PROFESSIONAL GROWTH

a. Professional Organization Dues

The Board shall pay for the Administrator to be a member of the New Jersey Association of School Administrators and such other organizations as approved by the Superintendent.

b. Attendance at Professional Meetings

Attendance at professional meetings shall be assigned and approved at the discretion of the Superintendent. Reimbursement for registration and travel will be in accordance with 18A:11-12.

c. Travel Reimbursement

The Administrator shall receive reimbursement for the use of his automobile for school-related, in-district and out-of-district use of his vehicle. The reimbursement rate will be based on actual mileage times the state rate per mile and redeemed monthly, in accordance with the district travel policy.

7. MISCELLANEOUS

a. Since the board requires the Assistant Superintendent to be accessible when out of the office, the board shall issue a cellular for business purposes and pay all related expenses. The Administrator shall be permitted to use the cellular phone for reasonable personal use.

8. RENEWAL - NON-RENEWAL; RELIEF OF DUTIES; RESIGNATION

- a. The terms of this contract shall automatically renew for a term of one year unless either of the following occurs:
 - (1) The Board offers the Administrator an alternative contract for the succeeding school year on or before May 1, 2025, and shall meet with the Administrator to discuss the contract's terms on or before May 15, 2025. The contract is subject to the review and approval of the Executive County Superintendent.
 - (2) The Superintendent notifies the Administrator no later than May 1, 2025 that the Administrator will not be offered employment for the succeeding school year, either because the Superintendent has not recommended the same, or because the Board has voted not to offer the Administrator employment for such succeeding year.
- b. The Administrator agrees that he shall not terminate this Contract except upon giving at least 60 days' notice of his intention to resign. Such notice shall be in writing and filed with the Board Secretary. Failure to give such notice shall, unless waived by the Board, result in a forfeiture of payments for any accumulated vacation or sick leave.

9. INDEMNIFICATION

The Board agrees to provide the Administrator with indemnification against civil and criminal actions in accordance with N.J.S.A. 18A:16-6 and -6.1.

10. MODIFICATIONS IN WRITING

Modifications to this Contract may be made only by a writing approved and executed by both parties. Any modification to the contract will be submitted to the Executive County Superintendent for review and approval.

11. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of the Employment Agreement is illegal under Federal or State law, the remainder of the Employment Agreement is not affected by such a ruling and shall remain in full force.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed individually or by their duly authorized officers and the proper corporate seal affixed hereto.

BOARD OF EDUCATION OF THE
FLEMINGTON-RARITAN REGIONAL
SCHOOL DISTRICT

Dr. Clifford Burns
Assistant Superintendent
Flemington-Raritan School District

Michelle Hurley
Board President
Flemington-Raritan Board of Education

Date: _____

Date: _____